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*Attorneys for Goldman, Sachs & Co. Group Long Term Disability Plan*

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

PAUL HO,	x
	: Civil Action
	:
Plaintiff,	: No. 2:13-cv-06104-KM-MAH
	:
vs.	:
	:
GOLDMAN, SACHS & CO. GROUP LONG	: <u>STIPULATION AND ORDER</u>
TERM DISABILITY PLAN and PRUDENTIAL	:
INSURANCE COMPANY OF AMERICA,	:
	:
Defendants.	:
	x

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel for plaintiff, Paul Ho ("Ho"), defendant Goldman, Sachs & Co. Group Long Term Disability Plan (the "LTD Plan"), and defendant Prudential Insurance Company of America ("Insurer"), that:

1. Without in any way admitting any of the allegations in the Complaint or liability for any causes of action asserted therein, Insurer agrees that it insures the long term disability ("LTD") benefits under the LTD Plan that Ho seeks in this lawsuit, and would be responsible for funding the benefits it insures if the Court were to find that Ho is entitled to receive them. However, Insurer believes that Ho is not entitled to any such payment.

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2. The LTD Plan is neither a necessary nor indispensable party to this action.

3. The Complaint is dismissed without prejudice as against the LTD Plan. If Insurer becomes insolvent or otherwise refuses to pay any sum determined by the Court to be due to Ho, Ho may reinstate his claims against the LTD Plan within 30 days after he receives notice of such event. The LTD Plan agrees that if Insurer becomes insolvent or otherwise refuses to pay any sum determined by the Court to be due to Ho, and within 30 days after Ho receives notice of such event he reinstates the claims he has asserted against the LTD Plan in this action, the LTD Plan will not invoke the statute of limitations as a defense against such claims that were not already barred by the statute of limitations when Ho filed his complaint in this action.

Dated: January 8, 2014

NICOLL DAVIS & SPINELLA LLP


By:

  
Jack T. Spingola

*Attorneys for Plaintiff Paul Ho*

ROBINSON, WETTRE & MILLER LLC

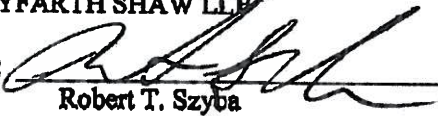
By:

  
Leda Dunn Wettre

-and-

SEYFARTH SHAW LLP

By:

  
Robert T. Szyba

*Attorneys for Prudential Insurance Company  
of America*

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LLP

Michael J. Dell  
(to be admitted *pro hac vice*)  
Natan Hamerman  
(to be admitted *pro hac vice*)

*Attorneys for Goldman, Sachs & Co. Group  
Long Term Disability Plan*

SO ORDERED

  
U.S.D.J. 1/9/2014

U.S.D.J.